

**COLLECTIVE BARGAINING
AGREEMENT**

between

BLACK HAWK COUNTY

And

**PUBLIC PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL UNION 2003
NURSES UNIT II**

July 1, 2006 - June 30, 2007

**PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES
LOCAL UNION 2003
BLACK HAWK COUNTY, IOWA
UNIT II**

Effective 7-01-2006 to 6-30-2007

ARTICLE	ARTICLE NO	PAGE NO
Agreement.....		1
Casual Days	23.....	22
Dues Check-Off and Indemnification.....	22.....	22
Duration of Agreement	26.....	25
Effect of Job Classification Changes	21.....	21
Eligibility for Pay Increments.....	25.....	23
Entire Agreement and Waiver Clause.....	20.....	21
Evaluations.....	15.....	16
Funeral Leave.....	11.....	14
Grievance Procedure and Arbitration	4.....	1
Holidays	12.....	14
Hours of Work and Overtime	9.....	9
Injury Reporting.....	7.....	8
Insurance	16.....	17
Job Classifications by Pay Grade Exhibit "A"		26
Job Classifications and Straight-Time Hourly Wage Rates.....	14.....	16
Jury Duty	17.....	19
Leave of Absence.....	6.....	7
Longevity	24.....	23
No Strike - No Lockout.....	3.....	1
Pay Period and Pay Day.....	18.....	19
Recognition	1.....	1
Salary Schedule Exhibit "B".....		27
Seniority	5.....	3
Separability and Savings.....	2.....	1
Sick Leave.....	10.....	11
Union Leave.....	8.....	8
Transfers	13.....	15
Vacation	19.....	19

AGREEMENT

THIS AGREEMENT entered into this 1st day of July, 2006 by and between Black Hawk County, Iowa, hereinafter referred to as "Employer", and Public, Professional and Maintenance Employees, Local Union 2003, IBPAT, hereinafter called "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement wherever the work "Act" appears, this refers to the Iowa Public Employment Relations Act identified as Chapter 20 of the Code of Iowa.

ARTICLE 1 **RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all Nursing Assistants, Developmental Aides, Certified Medical Assistants, Licensed Practical Nurses, Recreation Aides, Certified Rehabilitation Assistants, Residence Counselors, Recreation Assistants, Program Assistants, Barber/Beautician, and Recreation Specialist in the Black Hawk Country View Facility, but excluding professional employees, supervisors, and all other persons excluded by Section 4 of the Act, and all other county employees.

ARTICLE 2 **SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 3 **NO STRIKE - NO LOCKOUT**

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in , encourage, sanction, support, or suggest any strikes, slowdowns, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities as covered in Section 12 of the Act.

The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 4 **GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with his immediate supervisor or his designated representative within six (6) working days following its occurrence in an effort to resolve the problem in an informal manner. However, transfers and job bids will start at Step 2 by the employee notifying the department head affected within twenty-four (24) hours, and having the written grievance presented within two (2) working days.

Grievance Steps:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present a grievance in writing to his immediate supervisor within six (6) working days following the occurrence of the problem. Failure to hold an informal discussion within the six (6) working day period shall not bar the filing of a written grievance. A copy of the grievance shall be forwarded to the Human Resources Director. Within three (3) working days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within three (3) working days, present the grievance in writing to the department head. The department head shall, within five (5) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within three (3) working days. A copy of the grievance and the department head's answer shall be forwarded to the Human Resources Director.

Step 3: If the department head's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance to the Human Resources Director within three (3) working days of the receipt of the Step 2 answer. The Human Resources Director may designate a representative for the bargaining unit to conduct hearings on grievances which do not involve termination or loss of pay issues. Following a meeting with the aggrieved employee and/or the Union, the Human Resources Director shall answer the grievance in writing within seven (7) working days.

Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration provided the referral to arbitration is in writing to the other party, and is made within seven (7) working days after the date of the Human Resources Director's or designated representative's answer given in Step 3.

It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. An aggrieved employee may elect to not have a union representative present at the grievance meeting(s).

All grievances must be taken up promptly, and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last

answer. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the employee.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement if possible; otherwise, by the parties alternately eliminating names from the list.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievance and arbitration meetings under this Article are to be held in private and are not open to the public. The grievances and disciplinary matters are confidential.

ARTICLE 5 **SENIORITY**

Section 1, Definition: Seniority shall be defined in three (3) ways:

- A. **Bargaining Unit:** The length of continuous service in the bargaining unit since the employee's last date of hire. If employees have the same seniority date, their seniority shall be determined in the following manner:
 - 1) The employee with the greatest amount of continuous prior service with Black Hawk County shall have the greatest seniority.
 - 2) If none of the employees have continuous prior service, the employee with the highest last four digits of his social security number will have the greatest seniority for that day.
- B. **Pro-rata Eligibility for Permanent Part-Time Employees:** A permanent part-time employee shall have performed at least twenty-four (24) consecutive months of county service at the time he becomes a full-time employee to be eligible for pro-rated seniority. When a permanent part-time employee becomes a full-time employee, the employee's

full-time seniority shall be fifty percent (50%) of his total county service which shall establish a date of hire to be used for determining longevity and vacation benefits.

- C. **Temporary Employees**: Persons employed in a temporary vacancy for a period of four (4) months or less shall be considered temporary employees and are not considered members of the bargaining unit. A temporary employee shall become a probationary employee upon four (4) months and one (1) day within a job classification.

Section 2, Probationary Period: A new employee shall serve a probationary period of six months, but benefits will be available after first ninety (90) continuous calendar days. Upon completion of the probationary period, the employee shall be placed on the seniority list, and his seniority shall be determined from his date of employment. Employees may be terminated for any reason during the probationary period without recourse to the grievance procedure.

Section 3, Job Vacancies:

- A. Permanent vacancies and positions in newly-created job classifications in the bargaining unit shall be filled in the following order per the procedures prescribed in Article 5 (Seniority) and Article 13 (Transfers):
- 1) Voluntary Transfer of current Unit employee - Article 13, Section 1
 - 2) In-House Shift Bid in that job classification - Article 5, Section 4
 - 3) Bid by current Unit employee through Human Resources Office -Article 5, Section 4
 - 4) Recall of laid off Unit employee - Article 5, Section 5
 - 5) Involuntary transfer of current Unit employee - Article 13, Section 2
- B. An employee who is bumped out of a job classification shall have recall rights for one (1) year to his/her prior position before application of the above procedure, if the bumped employee has greater seniority than all transfer requests and bidders. (Example: due to a layoff, a Certified Medical Assistant position is eliminated. The least senior Certified Medical Assistant elects to bump to a Nursing Assistant position. This bumped employee has recall rights for one year to a Nursing Assistant position before any Certified Medical Assistant position is filled in the order specified in Section 3.A, if the employee has greater seniority than all transfer requests and bidders for the Certified Medical Assistant position.)

Section 4, Bidding:

- A. No permanent vacancy or newly-created job classification in the bargaining unit shall be filled by hire until such vacancy has been posted by the Human Resources Department on all union bulletin boards for a period of three (3) working days, and present employees in the bargaining unit have had the opportunity to apply for such positions and have their applications considered. All postings shall include the shift or office

where applicable. Notification shall be given to all unsuccessful applicants by the Human Resources Department within five (5) working days following a selection. A copy of all job postings shall be mailed to the person designated by the Union's business representative. If such postings are not posted in all facilities as required above, such posting shall be posted for an additional one (1) working day in that facility.

If there are no qualified applicants within Unit II, the Employer shall next consider all applicants who are current county employees. All other qualified applicants may then be considered after said notifications are provided to those applicants in Unit II. In determining the successful applicant, qualifications shall be the primary consideration. Where qualifications are equal, bargaining unit seniority shall govern. The date of hire will be used in lieu of seniority for part-time employees. An employee bidding into a different classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working day trial period, the employee shall receive actual training directly related to the work of the job. If such employee fails to satisfactorily perform the job within said period, he shall be returned to his former position without loss of seniority.

- B. An employee who accepts the bid shall not be eligible to bid on another vacancy for six (6) months from the effective date of new position.

Section 5, Reduction in Force:

- A. When the work force is to be reduced through either a reduction in the number of employees or the annual hours of work by the employees, the reductions shall be accomplished in the following order:
 - 1) The present work force will be reduced through attrition by elimination of vacancies created by retiring or terminated employees.
 - 2) Prior to any layoff of the present work force, all vacant positions will be laid off.
 - 3) The present work force will be reduced through utilization of the layoff procedure in Paragraph B of this Section.
 - 4) If it is necessary to reduce full-time employees' hours of work after utilization of the layoff procedure in Paragraph B, such reduction in hours will not become effective until all temporary, probationary, and part-time employees in the bargaining unit job classifications have been laid off from the bargaining unit. Such positions shall not be restored until after all full-time employees' reduced hours are restored.
 - 5) If a reduction in full-time employees' hours is necessary, such hours reduction will be accomplished in the following manner:

- a. Work hours shall be reduced by job classification in order of seniority, beginning with the employee with the least bargaining unit seniority in the affected job classification.
 - b. An employee whose hours are reduced shall have the option of accepting the reduction in hours or bumping the employee with the least bargaining unit seniority in an equal or lower pay grade, provided the employee has greater seniority than the person being bumped. An employee who is bumped retains his bumping rights.
 - c. A full-time position which has its hours reduced shall continue to be considered a full-time position for all collective bargaining benefits and accrual of seniority.
 - d. Any full-time employee whose hours are reduced shall be paid at the overtime rate of pay for all hours worked in excess of the number of hours for which that employee was scheduled pursuant to the posted schedule.
 - e. Any restoration of reduced hours shall be done in the reverse order from which they were reduced.
- B. When the working force is to be reduced, employees in the effected job classification will be laid off in the following order: 1) temporary; 2) probationary; 3) part-time; 4) full-time. The employee in the least bargaining unit seniority in the classification affected shall be the first removed. The employee removed can then replace the employee with the least bargaining unit seniority in a lower pay grade job classification provided the employee is qualified to perform the work and has greater seniority than the person being bumped. An employee who is bumped retains his bumping rights. Employees may accept layoff rather than exercise their bumping rights. No regular full-time employee shall be laid off in any classification until all temporary, probationary, and part-time employees in the classification have been removed. Temporary and probationary employees have no recall rights. An employee on layoff has no transfer or bidding rights.
- C. Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. Refusal to accept recall to a job classification other than the employee's original job classification shall not cause a forfeiture of the employee's recall rights. Employees to be recalled shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the Employer's records.

Section 6, Loss of Seniority: An employee shall lose his seniority, and the employment relationship shall be broken and terminated as follows:

- A. Employee quits.
- B. Employee is discharged for proper cause.

- C. Engaging in other work without prior approval while on leave of absence, or giving false reason for obtaining leave of absence.
- D. Two (2) consecutive days of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented showing the employee was physically unable to give notice.
- E. Failure to report for work upon expiration of a leave of absence.
- F. Failure to report for work within five (5) working days after being notified to return following layoff when notice is given as provided in Section 5 above.
- G. When continuous period of layoff exceeds one (1) year.
- H. Employee retires.

It is the employee's responsibility to keep the Employer informed of his current address and phone number.

ARTICLE 6

LEAVE OF ABSENCE

Section 1: Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period of time mutually agreeable between the employee and the department head. Requests for such leave shall be made in writing to the employee's department head and shall not be unreasonably denied. An employee shall not be required to have exhausted all accrued casual days and sick leave benefits in order to be eligible to receive an unpaid leave of absence.

Section 2: An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement or sick leave during the period of such leave except as provided by state law, and premiums for insurance normally paid by the Employer will be paid by the employee if the leave is thirty (30) days or longer, if the employee elects to continue coverage. Except, however, the Employer shall pay the cost of insurance coverage, whatever insurance coverage (either family or single) the employee had at the time of his/her work-related injury for an employee who is on leave of absence due to work-related injury or illness.

Section 3: If the employee fails to report for work upon the expiration of his leave of absence, he shall be terminated.

Section 4: Upon return from a leave of absence, the employee shall return to his former job if physically qualified and the position is vacant, or to another position in accordance with seniority, qualifications, and ability.

Section 5: Employees on approved, unpaid leaves of absence of fifteen (15) days or longer will have the anniversary date adjusted by the total number of days that they are on approved leave.

Section 6: Federal Family and Medical Leave Act

An employee who has at least one (1) year of service, and has worked at least 1,250 hours in the last twelve (12) months, may request and be granted twelve (12) weeks of unpaid leave during any twelve (12) month period because of :

- A. Birth of child.
- B. Placement for adoption or foster child.
- C. Care of child, spouse or parent with a serious health condition.
- D. Employee's own serious health condition.

An employee who requests and is granted a leave of absence pursuant to the 1993 Federal Family and Medical Leave Act (hereinafter called FMLA) may use accrued paid leave (i.e. sick leave, vacation, compensatory time, personal leave) that the employee had accumulated prior to the start of the leave of absence. The employee shall designate in writing to the Employer the type and amount of paid leave to be used. The Employer may not designate leave taken pursuant to the Agreement which was not requested under the FMLA as FMLA leave, except in the case of the personal FMLA illness of the employee the Employer may designate absences eligible for FMLA as FMLA and require the use of accumulated paid sick leave.

An employee who is on a paid FMLA leave absence shall continue to accrue seniority under the bargaining unit contract. An employee who is on an unpaid FMLA leave of absence shall be treated for seniority purposes as if the employee was on an Unpaid Leave of Absence under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employees shall be eligible to receive a leave of absence pursuant to Article 6 of the collective bargaining agreement under the terms and conditions established by the Agreement.

During the twelve (12) week FMLA leave, the Employer shall continue coverage of all health, dental and life insurance benefits as if the employee was actively at work. Paid holidays occurring during a FMLA in which the employee has designated paid leave shall be treated as any other paid leave.

ARTICLE 7

INJURY REPORTING

In case of injury due to work or incurred while at work all such injuries must be reported to the Employer on the same day the injury is sustained or first becomes known to the employee. Nothing in this provision shall be construed to relieve the employee from his obligation to complete an incident report in accordance with departmental rules.

ARTICLE 8

UNION LEAVE

Section 1: Employees designated as stewards or bargaining team members by the Union shall receive a paid leave of absence for the employees' hours of work necessary to attend joint collective bargaining negotiations, mediations, fact-findings, interest arbitrations or steps of the grievance procedure and grievance arbitrations.

ARTICLE 9

HOURS OF WORK AND OVERTIME

Section 1, Work Week: The normal work week for a full-time employee shall be defined as forty hours or more with all benefits. The normal work week for a part-time employee shall be less than forty hours with prorated vacation per Article 19 and prorated insurance per Article 16.

Section 2, Shifts Defined: Under no circumstances, may an employee waive receiving the proper shift differential as provided for in Section 5, Shift Differential. The employee's work schedule will be posted by the Employer three (3) weeks in advance. An employee shall be paid the appropriate shift differential for each shift that qualifies for shift differential payment as defined in this Article.

Section 3. Shift Trades: Two bargaining unit employees within the same job classification and work division may request to trade full or half regularly scheduled work shifts with their mutual agreement. Requests for such trades must be submitted in writing to the person officially responsible for scheduling prior to the time of the trade. Requests for shift trades shall not be unreasonably denied provided there is proper notification. Approved shift trades must be completed by both employees within the same work week. Each employee accepting the trade shall be responsible for the completion of the trade. Hours worked due to shift trade shall be compensated at the employees' straight time hourly rates and shall not result in overtime compensation for either employee during the work week. If the employee fails to complete the trade within the same work week for any reason, such employee shall be prohibited from trading shifts for six (6) months.

Section 4, Reporting Period: All employees may be required at the discretion of management to report to their work stations at least ten (10) minutes prior to the start of their assigned shifts or remain on duty at the end of the shift for a maximum of ten (10) minutes. The ten (10) minute period either before a shift or at the end of a shift shall be used to brief staff, exchange resident information, confirm arrival of employees on the next shift and shall be with pay.

Section 5, Shift Differential: Employees will receive the following shift differentials in addition to their regular straight time hourly rates:

- a. Regular shift starts between 2:00 pm and 9:59 pm – fifty cents (\$0.50) per hour.
- b. Regular shift starts between 10:00 pm and 5:59 am – twenty-five cents (\$0.25) per hour.
- c. Swing shift which rotates between first, second, and third shifts within a payroll period – twenty-five cents (\$0.25) per hour.
- d. Employees shall be paid the appropriate shift differential when hours of work are assigned as voluntary or involuntary overtime that qualify for shift differential payment defined in Section 2 of this Article.

Nurse aides will be compensated at Pay Grade 6 when assigned responsibility for passing medications on a shift.

Section 6: Meal Periods, Country View Facility and Youth Shelter: The Employer shall grant a thirty (30) minute paid meal period.

Section 7, Break Periods: The Employer shall grant with pay two (2) rest periods of fifteen (15) minutes duration. Each break period will be scheduled as near to the middle of the first and second half of the shift as possible. Employees regularly scheduled to work less than three (3) hours will not receive a break period.

Section 8, Overtime:

Full-Time Employees: Overtime shall be paid to full-time employees at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate for all hours worked in excess of eight (8) per day or on the employee's regularly scheduled time off. To be eligible for overtime pay when a full-time employee works on the employee's regularly scheduled time off, the employee shall not have utilized sick leave during the employee's work week.

Part-Time Employees: Part-time employees shall be paid at the overtime rate for all hours actually worked in excess of eight (8) per day or forty (40) in a work week.

The work week shall be from 12:01 a.m. Sunday to 12:00 midnight Saturday. Overtime shall not be paid more than once for the same hours worked.

Section 9, Overtime Distribution: The Employer will make every reasonable effort to ensure the equitable distribution of overtime in accordance with the following procedures. Neither overtime procedure shall cause a change in an employee's regularly scheduled shift per the regularly posted work schedule.

A. Voluntary Overtime Distribution

As far in advance of the start of the needed vacant shift as possible, a sign-up list shall be posted for qualified employees to volunteer for available overtime work. Opportunities to volunteer for available work shall be first afforded to full-time employees from the effected shift and work division, second to other full-time employees, third to part-time employees, and fourth to probationary and temporary employees. Overtime opportunities within each preference group shall be rotated on the basis of last worked - last selected. In the case of an overtime opportunity created by notification of an absence on the next shift, employees from the preceding shift may be asked to volunteer before use of the involuntary overtime procedure.

B. Involuntary Overtime Distribution

In the event that too few employees volunteer to work overtime after utilization of the procedure in the above paragraph, the Employer may require employees to perform such overtime work. All employees from the effected job classification shall be arranged on the involuntary overtime list in order of the employees' seniority date and part-time employees' date of hire beginning with the most recent date. Involuntary overtime assignments shall be rotated according to this list. Employees with involuntary overtime assignments shall be provided three (3) calendar days notice of the schedule change whenever possible.

Employees on vacation shall not be assigned involuntary overtime except in an emergency, unless the employee elects to be notified of voluntary overtime opportunities. No employee may be assigned more than eight (8) hours of involuntary overtime in any one work week. Whenever, per the provision of this Article, an employee is required to report early or stay over for a shift, the employer will make every reasonable effort to limit the shift expansion

to no more than two (2) hours. Any shift expansion, any voluntary overtime of at least four (4) hours, any involuntary overtime worked, or any involuntary overtime for which the employee reports to work shall cause the employee to be rotated on the involuntary overtime list. In no circumstance of involuntary overtime assignment shall an employee be required to work involuntary overtime assignments on a Saturday and Sunday of the same weekend.

C. Standby Pay

In order to facilitate the Employer in the assignment of involuntary overtime, a supervisor may place one or more employees who are at the top of the involuntary rotation list on standby status for a particular day or days. Standby shall normally be limited to the employee's effected shift and be limited to two (2) hours beginning ninety (90) minutes before the start of that shift. The employee shall receive two (2) hours of straight time pay, if the employee is not forced in to work for each day of such standby status. An employee placed on standby status subject to call anytime within a twenty-four hour period shall receive eight (8) hours of straight time pay, if the employee is not forced in to work during that time period. Any employee placed on standby shall be rotated on the involuntary overtime list when the employee next reports for a regularly scheduled shift and has not been forced in. Employees on standby are responsible for providing a telephone number at which they can be reached. Failure to answer a call-in while on standby shall result in loss of the standby pay, remaining at the top of the involuntary overtime list, and may result in disciplinary action.

Section 10, Work Schedule: Employees' one (1) pay period (two weeks) work schedules should be posted by the Employer at least two (2) weeks in advance. The posted work schedule will not be changed at the employee's request except in case of an emergency or an approved request for time off. Employees shall not be required to find their own replacements in order to have a time off request approved. Except for emergencies and involuntary overtime assignments, schedule changes shall be notified to the employees at least three (3) days in advance.

Section 11, Minimum Pay: An employee who reports to work as directed shall receive a minimum of two hours work or pay-in-lieu thereof. Those employees reporting for mandatory in-service training or other required staff meetings shall receive a minimum of two (2) hours straight-time pay for time required by the Employer. Employees reporting for non-mandatory in-service training shall receive a minimum of one (1) hour straight-time pay.

Section 12, Chauffeurs License Pay Premium: Any Unit 2 employee, in any job classification, who obtains an Iowa chauffeur's drivers license type D-3 or its equivalent, and is assigned to use such license while in the employ of Black Hawk County shall receive an additional one dollar and fifty cents (\$1.50) for actual time of use. Computation will begin with departure from Country View Nursing Facility and continue until return to the facility. Driving duties must be assigned by the employee's supervisor.

ARTICLE 10 **SICK LEAVE**

Section 1, Accumulation: Each full-time regular employee shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month of continuous employment. The accrual shall be credited

the first pay check of the following month. Maximum accumulation shall be one hundred twenty (120) days.

Section 2, Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- A. If the employee is medically unable to work.
- B. Contagious or serious illness of a member of the employee's immediate family and the presence of the employee is required. Immediate family shall be defined as spouse, parents, step-parents, parents of spouse, children, brothers, sisters.
- C. Day of surgery for spouse or child. Item "B" is separate from this item.
- D. Medical or dental appointments which cannot be scheduled during non-working hours.
- E. Federal Family and Medical Leave (see Article 6).
- F. Up to three days (24 hours) if an employee is unable to work due to a work-related injury.

Section 3, Procedure of Sick Leave Usage: In lieu of the step system or any other no fault attendance/absenteeism policy, whenever an employee elects to use earned sick leave for the reasons specified in Section 2 (except for items E and F) of this Article, the employee's earned sick leave account will be charged sick leave according to the procedure stated below. Use of sick leave for worker compensation or Federal Family and Medical Leave purposes are exempt from this procedure.

- 1. If the requested sick leave is one of the first six (6) occurrences during the fiscal year, the employee will be paid sick leave for each consecutive day of the occurrence as long as the employee had sufficient sick leave in his account. A sick leave occurrence is defined as utilization of sick leave for scheduled work time. A single occurrence may include more than one work day as long as the days off are consecutive scheduled days of work.
- 2. If the requested sick leave exceeds the sixth (6th) occurrence, the employee will be paid for the occurrence beginning with the second consecutive day of the occurrence. The first day of the occurrence shall be unpaid. Casual days and/or accumulated vacation may not be used for the first day of the occurrence.
- 3. Beginning with the seventh occurrence:
 - a. The first day of sick leave is always unpaid unless the employee or the employee's spouse or child is admitted for either inpatient or outpatient care as a patient to the hospital. The Employer reserves the right to verify hospitalization.
 - b. The second day and all subsequent days may be paid or unpaid as determined by the Employer. Payment of these sick leave days shall not be denied in a manner that is unreasonable, arbitrary, or capricious.
- 4. An employee who believes they have been unjustly denied sick leave pay may grieve pursuant to an expedited grievance procedure. The grievance shall begin by the employee or the Union meeting with the Human Resources Director within three (3) working days of the decision by the Employer to deny sick leave pay or discipline the employee, and the Human Resources Director will issue an answer to the grievance at the meeting. If the Human

Resources Director's response fails to resolve the grievance, the grievance may be referred in writing to arbitration within one (1) working day of the meeting. If the grievance is referred to arbitration, the arbitration will be conducted by Jim McClimon, an administrative law judge of the Iowa Public Employment Relations Board, and that decision shall be final and binding. The standard of review used by the arbitrator shall be just cause.

Arbitration will be conducted within seven (7) working days of the arbitrator receiving written notice unless both parties and the arbitrator agree to waive the meeting date. If Mr. McClimon is unable to conduct the arbitration, another administrative law judge mutually agreed upon by both the Employer and the Union will conduct the arbitration. Any expenses for the arbitration shall be paid by the party incurring such expenses. The parties agree to equally divide the actual cost to the Iowa PERB for each arbitration hearing. There shall be no additional charge if more than one case is heard at one hearing.

5. Employees hired after July 1 and after completing the probationary period shall have their first six (6) paid occurrences pro-rated at the rate of two (2) per quarter starting on the first day of a full quarter. This pro-rating is effective according to the first day of a quarter that the employee is at work either in a probationary or permanent status.

Section 4, Verification: The Employer reserves the right to require satisfactory proof of illness which may include a physician's statement or other evidence. The required proof of illness may be for an absence of any length of time; however, it shall be mandatory for every employee to have in writing a doctor's certification for any excused absence or illness beyond two (2) days.

Section 5, Notification: When absences due to sickness are necessitated, the employee shall notify the supervisor or the supervisor's designated representative at least two (2) hours before he is scheduled to begin work. All notification is to be made by the employee except in case of emergency. Failure to properly notify the employer shall result in the employee being considered absent without leave and subject to disciplinary action. Response to any notification shall be the responsibility of a non-bargaining unit employee once that employee becomes aware of the call-in.

Section 6, Conversion: Employees with 960 hours of sick leave shall convert an additional twenty (20) hours of sick leave to eight (8) hours of casual leave. These casual hours may be carried over for up to one (1) year. Any accrued sick leave casual day (s) shall be forfeited upon termination.

Section 7, Sick Leave Bonus: Regular full-time employees who do not use any sick leave for each quarterly period of the fiscal year (i.e. July 1 through September 30, October 1 through December 31, etc.) shall accrue four (4) hours of casual time. The accrued casual time must be used within one (1) year from when the hours were earned.

Section 8, Probationary Employees: Employees are not eligible for sick leave benefits during the first ninety (90) days of employment. However, employees shall be credited with accrued sick leave as of the date of employment.

Section 9, Date of Employment: For the purpose of this chapter, an employee who begins his employment on or before the fifteenth day of the month will be credited with sick leave for the

entire month. An employee who begins his employment after the fifteenth (15th) day of the month will begin to accrue sick leave on the first day of the month following his employment.

ARTICLE 11 **FUNERAL LEAVE**

Section 1, Eligibility: Each regular full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence for a death in the immediate family. Immediate family shall be defined as parents, step-parents, parents of spouse, spouse, child, son-in-law, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren.

Section 2, Length of Leave:

- A. Spouse/Mother/Father/Child: 5 consecutive calendar days
- B. Others: 3 consecutive calendar days

Section 3, Administration: Only days absent which would have been compensable work days will be paid. No payment will be made during vacations, holidays, layoffs, or leaves of absence. Payment will be made on the basis of the employee's normal work day's pay. Employee must attend the funeral in order to qualify for funeral leave pay. Funeral leave shall commence no later than the day after the death of the employee's relative, provided that the day of the funeral falls within that period.

Section 4, Pallbearers: Employees qualifying under this section may be granted a paid absence for service as a pallbearer. Employees, when released, will report to work within one (1) hour.

ARTICLE 12 **HOLIDAYS**

Section 1, Holidays Designated: Regular full-time employees, except for seasonal and part-time employees, are eligible for the following eleven (11) paid holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
Independence Day	*Floating Christmas Holiday or Christmas Eve
Labor Day	**Employee's Birthday
Veteran's Day	

*To be designated by the Employer for employees regularly scheduled to work Monday through Friday. Christmas Eve shall be designated for employees on a seven-day-per-week schedule.

**With concurrence of the Employer, employees will be allowed to take the birthday holiday seven (7) calendar days before or after the actual birth date.

Employees regularly scheduled to work Monday through Friday shall observe a holiday occurring on Saturday on the Friday preceding, and observe a holiday occurring on a Sunday on the following

Monday. Employees scheduled on a seven-day week basis shall observe holidays on the traditional day of observance. (Example: Christmas Day, December 25; New Year's Day, January 1).

Section 2, Holiday Pay: Regular full-time employees shall be paid for each of the holidays set forth in this article occurring during the period in which they are actively at work. An employee, including part-time employees, scheduled to work on any recognized paid holiday shall be paid time and one-half (1 1/2) the employee's straight-time rate for all hours worked, plus the paid holiday at said straight-time rate.

Section 3, Eligibility:

A. To be eligible for holiday pay, an employee must have worked the last scheduled work day before, and the first scheduled work day following the holiday. However, if an employee is absent on either or both of these days as a result of personal illness, on-the-job accident or illness, or with prior approval of his supervisor (non-bargaining unit), the employee will be considered to have met these requirements.

B. Employees on lay-off or leaves of absence are not eligible for holiday pay.

Section 4, Holidays During Vacation: An employee shall be entitled to an additional vacation day when a holiday occurs during his time off work due to vacation.

Section 5, Holidays on Days Off: If a holiday occurs on an employee's regularly scheduled day off, the employee shall receive an additional day's pay at his straight-time rate.

Section 6, Scheduling Holidays: Employees who are not normally scheduled to work on a designated holiday shall not be required to work on a holiday, except in cases of emergency. Employees who would normally be scheduled to work on a holiday during the next fiscal year may request the holiday off during the March 1 to April 1 priority vacation scheduling period. In case of conflicts in the number of requests for a holiday, an employee who last worked that holiday shall be given preference in granting the holiday off. Normal scheduling of holidays shall mean an equitable distribution of holidays off.

ARTICLE 13 **TRANSFERS**

Section 1, Permanent Transfers Within a Job Classification: An employee may not more than once each six (6) months request a transfer of job assignment within a job classification. Job assignment shall include shift and department (ICF/MR vs. NF vs. any new units). Such request for transfer to a vacancy in the same job classification shall be in writing by the employee to the Human Resources Director. The request by an employee shall be kept on file in the Human Resources Department for one year. When a job vacancy occurs within the bargaining unit, the Employer shall provide the department a list of all employees who have requested a transfer. The most senior employee shall be granted the request unless the department head can provide just cause for denial of the employee's request. If an employee request for transfer of job assignment within a job class occurs after the County has posted the position under the bidding procedure, such posting

shall be placed on hold after the three-day posting period. If the transferee does not receive the job, the hold will be removed and the bidding procedure continued.

An employee transferring to a different job assignment within a job classification shall be given up to thirty (30) working days to satisfactorily perform the job. During the thirty (30) working day trial period, the employee shall be oriented to the work related to the job assignment. If such employee fails to satisfactorily perform the job within said period, he shall be returned to his former position without loss of seniority.

Section 2, Involuntary Transfers:

The Employer may involuntarily transfer an employee in the event that the Employer has been unable to fill a vacancy or assignment in a job classification after utilizing the procedures in Article 5, Section 3. Such involuntary transfer shall be limited to three (3) calendar months per employee and shall be rotated among employees in the affected job classification beginning with the least senior employee in that job classification. An employee involuntarily transferred to an assignment in a higher paid job classification for more than ten (10) calendar days in a fiscal year shall receive the higher pay for all hours worked in that job classification from the first day.

ARTICLE 14
JOB CLASSIFICATIONS AND STRAIGHT-TIME
HOURLY WAGE RATES

Section 1, Job Classifications: Reference is made here to Exhibit "A," Job Classification by Pay Grade, and by this reference said Exhibit becomes a part of this Agreement. The Employer retains the right to add new job classifications or delete job classifications as may be necessary. In the event the Employer adds a new job classification, the Employer will provide the Union with notice and opportunity to bargain the new job classification, wage rate, and other contract benefits prior to implementing the new job classification.

Section 2, Hourly Wage Rates:

Reference is made here to Exhibit B, General Services Salary Schedule for 2007 fiscal year which shall become effective July 1, 2006, and shall remain in effect during the term of this Agreement. The 2007 fiscal year salary schedule shall be an increase of three percent (3%) over the previous fiscal year's salary schedule.

In addition, employees eligible to receive an in-grade pay increment shall do so pursuant to Article 25 of this agreement.

ARTICLE 15
EVALUATIONS

The Human Resources Department shall develop and administer a performance evaluation instrument based upon appropriate job descriptions. Probationary employees shall be evaluated upon completion of the probationary period. Permanent employees shall be evaluated at least annually upon their bargaining unit seniority date. The result of the evaluation shall be discussed with the employee within thirty (30) calendar days of the employee's bargaining unit seniority date.

Evaluations shall include input from a person who has regular and continuing contact with the employee.

The employees shall sign the evaluation form after discussion of its contents with the supervisor and the opportunity to write a rebuttal which may be attached to the evaluation form. Employees may grieve the results of a below-average evaluation if it results in the loss of a merit increase.

ARTICLE 16 **INSURANCE**

Section 1: The Employer will provide permanent full-time employees and their dependents the Employer's Preferred Provider group health and dental insurance after the initial ninety (90) days of employment in Article 5, Section 2. Effective July 1, 2006 employees electing single coverage shall contribute Fifty dollars (\$50.00) and employees electing dependent coverage shall contribute One Hundred dollars (\$100.00) toward the cost of the monthly premium. Where there are two (2) married employees employed by the county, they may take one (1) family plan or two (2) single plans. When two (2) single plans are taken, the employees will only be required to pay the monthly employee contribution for one (1) single plan. The Employer shall deduct the monthly contribution by dividing it as equally as possible between employee's first and second paychecks of the month. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. The Employer agrees to maintain group health insurance for each employee equivalent to that in effect on the effective date of this Agreement. The Plan provisions are:

Preferred Provider Plan

Deductible	\$250 Single \$500 Family
Co-Payment	\$15 (per PPO Office Visit)
Co-Insurance	85%-15%
Prescription Drugs (no deductible)	20% Generic
(Preferred Pharmacy)	30% Formulary 40% Non-formulary
90-Day Mail Order Prescription	co-pay as above on first 60-day supply, no co-pay for last 30-days
Out-of-Pocket Maximum	\$750 Single \$1500 Aggregate Family
Lifetime Benefit Maximum	\$1,000,000

Non-Network Provider Provisions*

Deductible	\$600 Single \$1200 Family
Co-Insurance	60%-40%
Prescriptions	No coverage except in case of emergency,
Non-Preferred Pharmacy	If emergency, will cover per PPO rates.
Out-of-Pocket Maximum	\$1500 Single \$3000 Family

* The Non-network Provider Provisions become effective when an employee elects to utilize a care provider who is not a network provider participant.

The Plan also includes the following provisions:

- Pre-admission certification
- Common Occurrence Deductible: When more than one family member is involved in the same accident, only one per member deductible need be satisfied
- Normal newborn care
- Well baby care to twenty-four months
- One routine physical per member calendar year
- Dependent child coverage to age nineteen (19) or to age twenty-five (25) if a full-time college student
- No separate drug deductible
- Drug co-payments are included in the employee's out-of-pocket maximum with their medical expenses

Section 2: The Employer will provide ten thousand dollars (\$10,000) life insurance coverage for each permanent full-time employee.

Section 3: The Employer agrees to provide a dental insurance plan for each employee and dependent. The Employer shall maintain the exclusive right to select the carrier for such insurance without reduction or change in benefits.

Dental Insurance Provisions:

- A. Check-ups and Teeth Cleaning
- B. Cavity Repair and Tooth Extractions
- C. High-Cost Fillings, Root Canals, Gums, and Bone Diseases (Non-Surgical)
- D. Dentures and Bridges
- E. Teeth Straightening for dependent children to age 19
- F. Gum and Bone Disease (Surgical)

Dental Insurance Deductibles and Maximum Coverage: The deductible is \$25 per member, \$75 maximum deductible per family per calendar year. After the deductible has been reached, the employee pays twenty percent (20%), and the insurance company pays eighty percent (80%) on provisions described A, B, and C of Section 3, and the employee pays fifty percent (50%), and the insurance company pays fifty percent (50%) on provisions described D, E, and F of Section 3. Maximum coverage per eligible member per calendar year is \$750. Lifetime maximum coverage on provision E is \$750.

Section 4, Pro-Rated Insurance for Part-Time Employees: During the first anniversary year of employment, a part-time employee is not eligible for health insurance. However, following their first anniversary, a part-time employee will be eligible for pro-rated single health insurance. The employee payment is based upon the employee having completed at least twelve hundred (1,200) hours of work in the previous year. The following are examples of how an employee can earn single health insurance coverage:

<u>Applicable Anniversary Year</u>	<u>Pro-Rated Percentage</u>
<u>800 Straight-Time Hours Worked</u> 2,080	None
<u>1,200 Straight-Time Hours Worked</u> 2,080	58%
<u>1,600 Straight-Time Hours Worked</u> 2,080	77%

An employee who works at least eighteen hundred (1,800) straight-time hours in an anniversary year shall be entitled to one hundred percent (100%) county-paid single insurance coverage.

Section 5, Pre-Tax Reimbursement Account: All employees eligible to participate in the health insurance program may participate in the Employer's flexible spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

ARTICLE 17 **JURY DUTY**

Section 1: Employees scheduled to work during the time of jury selection will be granted paid leave for the hours required for jury selection. There will be no compensation by the County for time spent at jury selection falling on an employee's scheduled time off.

Section 2: Once selected for state, federal or grand jury duty, the employee will submit his/her schedule to his/her immediate supervisor. Employees serving on a jury during a twenty-four (24) hour period which includes a scheduled work shift shall not report for such shift. The employee shall receive his/her appropriate rate of pay minus documented jury fees. Employees shall be required to document to the Employer any jury fees to which he/she is entitled.

ARTICLE 18 **PAY PERIOD AND PAY DAY**

The Employer shall issue payroll warrants on a bi-weekly basis. Warrants shall be issued on the Friday first following the end of the pay period. The Country View Nursing Facility will distribute warrants between 7:00 a.m. and 4:00 p.m. Off-duty employees may also pick up their warrants between 7:00 a.m. and 4:00 p.m.

ARTICLE 19 **VACATION**

Section 1, Vacation Eligibility: An employee is eligible to receive vacation as follows:

- A. After one (1) year of continuous full-time employment - forty (40) hours.
- B. After two (2) years of continuous full-time employment - eighty (80) hours.

- C. After five (5) years of continuous full-time employment - one hundred twenty (120) hours.
- D. After thirteen (13) years of continuous full-time employment - one hundred sixty (160) hours.
- E. After twenty (20) years of continuous full-time employment - two hundred (200) hours.

Only regular full-time employees are eligible for vacation time and pay except as set forth in Section 8 below.

Section 2, Vacation Usage: All vacations must be taken during the twelve month period following the anniversary date of qualifying employment. Employees are required to use all but eighty (80) hours of their earned vacation hours during the twelve month period following the anniversary date of qualifying employment. Employees' maximum vacation accrual shall be their annual earned vacation hours plus eighty (80) hours. If an employee's accrued vacation balance has exceeded its annual accrual plus eighty (80) hour maximum, all hours in excess of this amount shall be forfeited.

Section 3, Holidays During Vacation: If a recognized paid holiday falls during an employee's time off work due to vacation, he shall receive an additional day's paid vacation.

Section 4, Scheduling Vacation:

Vacation shall be scheduled with the approval of the Employer who shall endeavor to schedule vacation with regard to maintaining the department's operating efficiency, and so far as possible, in accordance with the employee's preferred requests. Employees may submit priority vacation requests for one full shift or multiples thereof during the next fiscal year between March 1 and April 1 of each calendar year. These priority vacation requests shall be approved or disapproved no later than May 1. Conflicting priority vacation requests shall be awarded on the basis of the greatest seniority. Non-priority vacation requests submitted after April 1 shall be awarded on a first come-first served basis. Such non-priority requests shall be approved or disapproved by written notice to the employee within seven (7) calendar days of the employee's written request. Vacation leave shall be taken in increments of not less two (2) hours. There shall be no restrictions placed upon the number of weekends that an employee may request for vacation use. Once a vacation request is approved, it may not be changed without the consent of the employee.

Section 5, Termination: Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, an employee who is discharged for cause or who quits without a minimum of two (2) weeks notice shall forfeit vacation pay.

Section 6, Rate of Pay: Vacation pay will be at the employee's normal pay for the day or week for which he would have been regularly scheduled to work.

Section 7, Partial Vacation: During the first anniversary year of employment, an employee is not eligible for vacation time and pay, but during subsequent anniversary employment years, a regular full-time employee can earn pro-rata vacation time and pay based upon straight-time hours worked if at least twelve hundred (1,200) hours are worked. Paid sick leave, vacation time, casual days, and other paid leave are considered as time worked. The following are examples of how an employee can earn pro-rata vacation time and pay:

<u>Applicable Anniversary Year</u>		<u>Vacation Time</u>
<u>800 Straight-Time Hours Worked</u>	=	None
2,080		
<u>1,200 Straight-Time Hours Worked</u>	=	58%
2,080		

An employee who works at least 1,800 straight-time hours in an anniversary year shall be entitled to 100% vacation time and pay.

Section 8, Part-Time Employees: An employee who is not a regular full-time employee, but who has worked at least 1,200 hours in an anniversary year shall be entitled to vacation pay equal to one-half (1/2) of a regular full-time employee, as determined by Section 1 of this Article. It will be credited or paid on the first pay period following their anniversary date.

ARTICLE 20

ENTIRE AGREEMENT AND WAIVER CLAUSE

- A. This Agreement supersedes and cancels all previous agreements and practices between the Employer and employees unless expressly stated to the contrary herein, and together with the concurrent letters of understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and without reservation, waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 21

EFFECT OF JOB CLASSIFICATION CHANGES

Job classifications for unit employees are set forth in Exhibit A and are by this reference made a part hereof. A change in employee classification will affect pay status under the following circumstances.

Section 1, Transfers: When an employee is transferred from one class to another with a common pay range, he shall continue to receive the same pay rate.

Section 2, Promotions: When an employee is promoted from one class to another having a higher pay range, he shall receive an increase of not less than one pay step. If an employee's current rate of pay is below the minimum established for the higher class, his pay shall be increased to the minimum rate of the higher class. If the employee's current rate of pay falls within the range of the higher class, his pay shall be adjusted to the next higher step in the range for the higher class which is at least equal to one increment above his current pay rate.

Section 3, Demotions: When an employee is demoted for cause from one class to another having a lower pay range, he shall be placed in a step within the lower range which provides for a reduction in pay of at least one pay step. When an employee is demoted for administrative purposes through no fault of his own, his pay shall be reduced to the maximum rate in the lower pay range, or he shall continue at his current rate of pay, whichever is lower.

Section 4, Layoff: When an employee following layoff is re-employed in the same class from which he was laid off, he shall be placed in the same pay step that he occupied at the time of layoff. When the employee is re-employed in a class having a lower pay range, his rate of pay shall be the same as that which he received at the time of layoff, provided that the pay range is within the range of the lower class; otherwise his rate of pay shall be reduced to the maximum of the pay range of the lower class.

ARTICLE 22

DUES CHECK-OFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct one-half of the regular monthly union dues of such employee from each of his/her first and second paychecks of each month and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deduction. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article. The monthly dues remittance shall be accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted from each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

ARTICLE 23

CASUAL DAYS

Section 1, Establishment: Each full-time bargaining unit employee shall be credited with four (4) days each July 1 to be used for whatever purpose the employee chooses. New employees shall accrue one (1) casual day per quarter until the following July 1.

Section 2, Administration: Casual days may be taken in two (2) hour increments and may be used to extend vacation or any other paid leave of absence. Casual days must be used during the fiscal year or they will be lost. No reimbursement will be made for unused casual days upon termination from employment.

Section 3, Probationary Employees: Probationary employees shall be granted one (1) casual day October 1; one (1) casual day January 1; one (1) casual day April 1; and one (1) casual day July 1, if they are employed by the Employer on that date. Employees are not eligible for casual day benefits during the first ninety (90) days of employment. However, upon completion of probation, employees shall be credited with accrued casual days as of the date of employment.

Section 4, Approval: Employees must obtain approval from their department head or his designated representative at least twenty-four (24) hours prior to the casual day requested, except in emergencies, to receive casual day pay for an absence. The Employer shall not unreasonably deny a casual day request. Emergency shall be defined as a sudden unforeseen and unexpected happening or occurrence requiring the employee's attendance.

ARTICLE 24 **LONGEVITY**

Section 1, Eligibility: Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of service in Black Hawk County as follows:

- A. Four (4) years, but less than eight (8) years - \$45.00 per month
- B. Eight (8) years, but less than twelve (12) years - \$55.00 per month
- C. Twelve (12) years, but less than sixteen (16) years - \$65.00 per month
- D. Sixteen (16) years, but less than twenty (20) years - \$75.00 per month
- E. Twenty (20) years or more - \$85.00 per month

Section 2, Payment: Payment for longevity shall be divided between the first two pay periods of each month. An employee who on July 1, 1984, does not qualify for longevity pay will receive his first longevity payment on the first pay period of the month following his anniversary date of employment.

Section 3, Employees on Leave or Lay-off: An employee who receives no wages during a pay period shall not receive longevity pay for the pay period.

ARTICLE 25 **ELIGIBILITY FOR PAY INCREMENTS**

Anniversary date for the purpose of this article shall be the bargaining unit seniority date. The Employer shall use the following criteria in the determination of an employee's eligibility for pay increments in grade:

In-Grade Pay Increment: An employee shall be eligible for his first in-grade pay increment upon completion of one (1) year of continuous service in the bargaining unit if he enters at the lowest step. Thereafter, an employee will be eligible for an in-grade increment at the employee's anniversary date. No pay increment shall be granted above the maximum rate prescribed for the class.

Basis for In-Grade Increments: In-grade increments shall not be granted automatically, but shall be based on satisfactory work performance in addition to length of service in the bargaining unit.

The performance of an employee shall be evaluated by his supervisor prior to his being considered for each in-grade pay increment. The employee must have an overall rating of "average" or higher for the in-grade increment to be granted.

Adjustment of Pay: Pay increments shall be made at the beginning of the pay period which includes the anniversary date of the qualified employee.

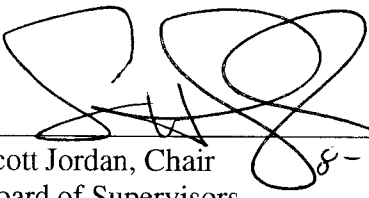
ARTICLE 26
DURATION OF AGREEMENT

This agreement shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration date on June 30, 2007.

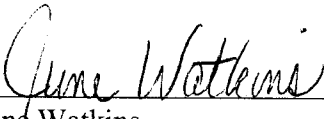
SIGNED THIS 20th day of July, 2006.

EMPLOYER:

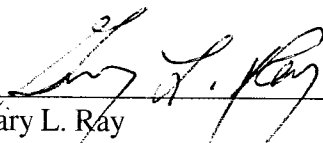
BLACK HAWK COUNTY, IOWA



Scott Jordan, Chair
Board of Supervisors



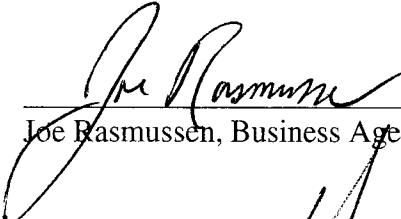
June Watkins
Human Resources Director



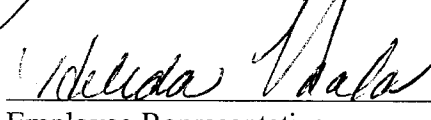
Gary L. Ray
County Chief Negotiator

UNION:


PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES,
Local Union 2003, IBPAT



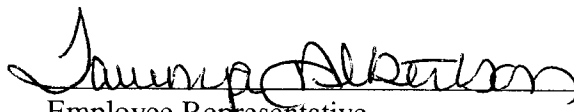
Joe Rasmussen, Business Agent



Employee Representative



Employee Representative



Employee Representative

Vacant

Employee Representative

EXHIBIT "A"

JOB CLASSIFICATIONS BY PAY GRADE Effective 7/01/2006

GS-5	Developmental Aide Certified Nursing Assistant Recreation Aide Barber/Beautician
GS-6	Certified Medical Assistant
GS-8	Certified Rehabilitation Assistant
GS-9	Recreation Assistant Residence Counselor I
GS-11	Certified Occupational Therapy Assistant Program Assistant Residence Counselor II
GS-13	Licensed Practical Nurse and move all LPN's from the employee's GS-12 step to the same step on GS-13 on July 1, 2006.
GS-15	Recreation Specialist

"EXHIBIT B"

Unit II Nurses: Salary Schedule

July 1, 2006 - June 30, 2007

3% ATB FY07

Pay Grade	1	2	3	4	5	6
051/GS-1	7.98	8.36	8.79	9.19	9.62	10.10
052/GS-2	8.36	8.79	9.19	9.62	10.10	10.62
053/GS-3	8.79	9.19	9.62	10.10	10.62	11.11
054/GS-4	9.19	9.62	10.10	10.62	11.11	11.66
055/GS-5	9.62	10.10	10.62	11.11	11.66	12.24
056/GS-6	10.10	10.62	11.11	11.66	12.24	12.82
057/GS-7	10.62	11.11	11.66	12.24	12.82	13.46
058/GS-8	11.11	11.66	12.24	12.82	13.46	14.11
059-/GS-9	11.66	12.24	12.82	13.46	14.11	14.85
060/GS-10	12.24	12.82	13.46	14.11	14.85	15.51
061/GS-11	12.82	13.46	14.11	14.85	15.51	16.27
062/GS-12	13.46	14.11	14.85	15.51	16.27	17.10
063/GS-13	14.11	14.85	15.51	16.27	17.10	17.94
064/GS-14	14.85	15.51	16.27	17.10	17.94	18.81
065/GS-15	15.51	16.27	17.10	17.94	18.81	19.75